



**A WOMAN'S GUIDE
TO GETTING AND KEEPING
AFFORDABLE HOUSING IN
LETHBRIDGE**

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EMERGENCY SHELTERS in Lethbridge

**IF YOU ARE IN PHYSICAL DANGER,
CALL 911 IMMEDIATELY !!**

YWCA Harbour House Women's Emergency Shelter ... 320-1881

- ⇒ Emergency shelter for victims of domestic violence
- ⇒ **Toll free: 1-866-296-0447**
- ⇒ Emergency support services for victims of sexual violence
- ⇒ Emergency shelter for women with children under 18 years old
- ⇒ Length of stay is up to 21 days

Woods Homes Emergency Youth Shelter 317-1777

- ⇒ Emergency shelter for youth under 18 years of age
- ⇒ Length of stay is up to 15 days

Lethbridge Adult Emergency Shelter 327-1031

- ⇒ Emergency shelter for adults over 18
- ⇒ Length of stay is up to 30 days

FINDING A SAFE AND SECURE PLACE TO LIVE

The Residential Tenancy Act establishes the rules that govern the rental of properties in Alberta. Some of the terminology in the Act can be confusing therefore this guide has been designed to help you be of what your rights and obligations are, as well as what the rights and obligations of your landlord are.

THE RENTAL UNIT

Does the rental unit meet my needs? For example:

Is it furnished?.....	Y	N
Is it unfurnished?	Y	N
Does it have enough bedrooms for my needs?	Y	N
Are the bedrooms big enough?	Y	N
Is there carpeting?.....	Y	N
Is there hardwood on the floors?	Y	N
Are the floors and walls clean?.....	Y	N
Are there working smoke detectors?.....	Y	N

Do I feel safe in this rental unit? For example:

Do the doors have working locks?.....	Y	N
Do the windows have screens?.....	Y	N
Do the windows lock?	Y	N
Is there a deadbolt on my front door?.....	Y	N
Is there a peephole in my door?	Y	N
Will the landlord pay to change the locks if necessary?.....	Y	N

Do the appliances work? For example:

Do the stove and oven work?	Y	N
Does the refrigerator work?.....	Y	N
Does the air conditioner work (if there is one)?.....	Y	N
Do all the lights work?.....	Y	N

Do the water, electric, and heating systems work? For example:

Are the working outlets safe?	Y	N
Who controls the heating unit? _____		
Is there a thermostat in my place?	Y	N
Do the heat vents work?.....	Y	N
Do the phone jacks work?.....	Y	N
Does the cable outlet work?.....	Y	N
Does the water run clean?.....	Y	N
Is the water pressure good enough?	Y	N

THE LOCATION

Is the location safe?.....	Y	N
Is the apartment/room near things I need?		
Bus routes.....	Y	N
A grocery store/mall	Y	N
Doctor/dentist offices.....	Y	N
Laundromat	Y	N
Playground/ green spaces/ park.....	Y	N

THE BUILDING

Does the building meet my needs, for example:

Is the building quiet enough?	Y	N
Is the building well-maintained inside and out?.....	Y	N
Are there any signs of mildew/mould/pests?	Y	N
Are there laundry facilities in the building?	Y	N
Is there storage space in the building?.....	Y	N
Is there a secure entrance/buzzer system?	Y	N
Is there enough lighting outside the building after dark?.....	Y	N
Are there fire extinguishers in public areas?	Y	N
Are there smoke alarms?.....	Y	N
Are the exits clearly marked?.....	Y	N

Notes:

TYPES OF TENANCY OR RENTAL AGREEMENTS

There are two kinds of tenancy: periodic and fixed term tenancy.

Periodic Tenancy

A Periodic Tenancy Agreement has a definite start date but not a definite end date. This means that it can be week to week, month to month, or year to year tenancy. The rent is paid on a regular basis, for example, weekly, or monthly. The tenant and landlord agree that the rent is to be paid on a specific date, usually the first day of a month, and you are required to give at least 30 days written notice before you plan to move out of the place you have rented.

Fixed Term Tenancy

A Fixed Term Tenancy Agreement is an agreement to rent a place to live for a fixed length of time, such as a month or a year. It is not necessary to give a notice to vacate because both you and your landlord know how long you plan to rent the place. If you leave before the agreed time the landlord can try to rent it to someone else, however you, as the original tenant must continue to pay rent until your term is up.

It is really important to be aware of what kind of tenancy you are entering into.

⇒ **When in doubt, ask questions and be sure you get answers.**

⇒ **If you don't get answers, ask again until you do.**

FINDING A PERMANENT PLACE TO LIVE

There are different kinds of housing available in Lethbridge;

- special needs housing,
- community or subsidized housing,
- and private market housing.

SPECIAL NEEDS HOUSING: You may qualify for special needs housing and support for independent living if you:

- are someone with mental health issues
- are a senior citizen
- are new to Lethbridge
- are disabled (physically or developmentally)

Please see the resource booklet, *Getting Connected*, at the back of this guide for agencies and phone numbers you can call to assist you with special needs housing.

SUBSIDIZED HOUSING: Subsidized housing may also be referred to as community housing. Your landlord receives part of your rent from you and the rest comes from support sources.

You have to seek out these support services from places like:

- Lethbridge Housing Authority 403-329-0556
- Green Acres Foundation 403-328-1155
- Treaty 7 Urban Indian Housing Authority 403-327-1995

Lethbridge Housing Authority provides adequate, affordable, suitable housing for people who require assistance to keep housing because of financial or social circumstances. Green Acres Foundation is a trusted and affordable choice of housing for senior citizens in Lethbridge. Treaty 7 Urban Indian Housing Authority provides subsidized housing for Urban Native families. Please see the *Getting Connected* booklet at the back of this guide for more information.

PRIVATE MARKET HOUSING: Private market housing is privately owned rental units which are privately owned and are operated by the landlord for a profit. You are required to pay the full amount of the rent plus the utilities if required.

APARTMENT/ROOM/HOUSE CHECKLIST

Please be aware that you might not find a place that you can afford that has everything in it that you want. It is important to know what things are most important to you and to be aware of what things you can give up.

Street Address: _____ Unit #: _____

Landlord: _____

Landlord's Phone Number: _____

Number of Rooms: _____

Number of Bathrooms: _____

RENTAL TERMS

How much is the rent? _____/month/week

When is the rent due? _____

Do I have to pay first and last month's rent? Y N

How much money do I need to move in? _____

When can I move in? _____

Do I have a lease? _____

How long is my lease? _____

Do I understand the conditions of the lease? Y N

Does my landlord need references? Y N

What's included in my rent? Heat__ Lights__ Cable __ Parking__

If I leave, how much notice does my landlord need? _____

Notes:

If there are no deductions from your security deposit, you will get back the original money you gave as a security deposit plus any interest the money would have gained, and you must get this money back within 10 days of leaving the property. The deposit must be returned directly to you or sent to you by registered mail. Usually landlords give the security deposit plus the interest directly to you after you and your landlord do your final inspection of your property together. Nowadays, most people need the security deposit for the next place they rent. **Please be careful with this money** – it is unwise to spend the returned security deposit on anything other than another place to live.

NOTE: This guide has been written to help you get past the major barriers to getting and keeping affordable housing in Lethbridge. For further, detailed information, please refer to the *Reference Guide to Landlord and Tenant Law in Alberta* at:

<http://www.acjnet.org/docs/landten/LTGuideNov04.pdf>

Security or Damage Deposit

In all cases, a security deposit, sometimes called a damage deposit, is required and it is usually the same amount as the monthly or weekly rent. The security deposit can be used to pay for damages, for rent owing, for any cleaning costs or new locks if keys do not get returned at the end of your time of rental. When you rent you will have to pay the first and last month's rent (security deposit in most cases) and that money will be put into a special account by the landlord. This is the law. The landlord must return it to you when you leave – any amount that comes out of that money will be according to the tenancy agreement you made with the landlord at the beginning of your stay.

Always get a written receipt from your landlord for any money you give him/her. It may be difficult to pay all the money at first and there may be services to help you with this – *sometimes* the landlord will let you pay the security deposits in monthly payments, an option you have to ask the landlord about.

Starting To Look For Housing

It is difficult to find a safe, affordable place to live in Lethbridge, especially a place that has everything you may want in it. Be aware of what is *most important for you* to have in a residence, such as safety features in a safe neighbourhood. It is important for you to be able to recognize things you can give up too, for example, give up having a built-in dishwasher to get more affordable rent.

Know how much you can afford. A good way to tell if you are living within your financial means is to divide your income (after taxes if you work) by one third. For example if you take home \$1000 per month, divide that by 3 and that is the amount you can comfortably afford to pay for rent. If your rent is more than one third of your income then you may not be able to pay for the other things you need during the month such as food, utilities, telephone, bus pass, or vehicle maintenance/insurance/gas. If you are really careful, you may even be able to start to save some money by living within your means.

WHERE TO LOOK FOR HOUSING

For emergency housing, call one of the shelters listed at the beginning of this guide or use the *Getting Connected* booklet at the back of the guide.

For subsidized housing, call:

Lethbridge Housing Authority 403-329-0556

Treaty 7 Urban Indian Housing Authority 403-327-1995

or if you are a senior, contact the

Green Acres Foundation..... 403-328-1155

For special needs housing, call the agency listed in *Getting Connected* at the back of this guide.

For private marketing housing, there are many places you can look.

- classified ads in newspapers (use the public library)
- bulletin boards in grocery stores, community centers, and at the university and the college
- Homefinders
- The internet
- Yard signs advertising rentals
- One of the most successful methods is word of mouth. Ask

your family and friends if they know of any rentals. Ask around at churches, social groups and work places.

NEIGHBOURHOOD SAFETY

Of the many considerations, the most important thing to be aware of is your safety. Do you actually feel safe in the neighbourhood where you are looking for housing? It is a good idea to look through the building you are considering and examine it for security features, controlled entrances, fire alarms, fire exits, and fire extinguishers. Is the landlord a resident in the building? That can be a safety feature too, as you can call upon the landlord during an emergency.

Is the parking area well lit and are there street lights around your area? Does the neighbourhood have a good reputation? Does the landlord have a good reputation? There is a list of questions at the back of this guide to help you that you can copy and take with you when you go to look at places to rent.

LANDLORD GIVING TENANT NOTICE TO LEAVE

If the landlord says that you have caused any problems or that you broke the tenancy agreement such as not paying your rent, your landlord can, and likely will, ask you to leave. If this does happen, you must be given 14 days notice before you have to leave and this notice must be given to you in writing by your landlord. The day the landlord gives you your notice and the day you are supposed to move out are not included in the 14 days, so actually altogether you have 16 days to leave. You may object to this notice and must give the landlord written Notice of Objection before the 14 full days are over. It is understandably upsetting to be asked to leave a place, but please do take the time to write this Notice of Objection. You cannot be forced to move out once that Notice of Objection has been received by the landlord and the landlord must take the matter to a higher level such as court if he/she wants to follow the matter further. If the landlord does this, the court will notify you.

If you have done major damage to the property or threatened anyone with harm, you will be given 24 hours notice to vacate. The notice must be given to you by the landlord in writing and must say the date and hour that your tenancy will end and the reason why it is ending.

RETURNING THE SECURITY DEPOSIT

By law, the security deposit must be put into an interest bearing trust account and cannot be used by the landlord during your tenancy to cover any costs. You and your landlord can agree that the interest on this money can be given to you and the end of your tenancy – this agreement must be in writing.

The landlord is entitled to money from the security deposit if repairs to your rental property need to be done after you leave. When you rented your place, you and your landlord signed your rental agreement - at that time you would have been told what your security deposit would be used for.

GIVING NOTICE OF ENTRY TO RENTAL PROPERTY

Your landlord may enter your place without your permission after having given you 24 hours notice of entry. It must be at a reasonable time period starting and ending at a specific time, for example between 2:00 pm and 4:00 pm. Entry may be for an inspection of your place to either consider or to carry out repairs, to show the property after you give notice to leave, or to take control of a pest situation. The landlord must state what time he/she plans to enter. Notice to enter must be in writing, must be signed by the landlord and must state the date and time of entry along with the reason for entry. Notice is normally given directly to you but if you are not available, then the landlord may post the notice in a noticeable place, give it to anyone who may be living with you, or even give the notice by email if you have email access.

The landlord cannot enter on a holiday, including Sundays. If you worship on a different day than on Sunday, you must notify the landlord of that day in writing and no entry would take place on that day.

If you give permission, no notice from your landlord is needed for entry.

TENANT GIVING LANDLORD NOTICE TO LEAVE

If you decide to move out, you must give written notice to your landlord. If you rent by the month, you must give 30 or 31 days notice prior to your moving day, depending on which month you are leaving (some months have 30 days, some have 31). If you plan to leave on January 31, then you must give written notice on or before January 1st. If you rent by the week, you must give a week's notice in writing, for example Sunday to Sunday (include the dates). It is very important that you keep a copy of your notice to leave for your records.

LOOKING AT PLACES

When you have located a safe neighbourhood where you would like to live, make appointments to view the properties that are available there. Remember to always be on time for the appointments – this tells the landlord that you are a responsible renter - this is a good sign. Visit more than one place and always ask questions about the neighbourhood, the building, and most importantly, the rental agreement terms. It is also important to have your references ready to present to the landlord – have one reference sheet for each landlord you have an appointment with so your references can be kept with your applications. NOTE: you DO NOT have to put your banking information or your SIN number (Social Insurance number) on the application when you are looking for places to rent. If you do put your SIN number or banking information on the application your credit and banking information can be accessed by landlords. If you do not put the SIN number or your banking information on the application, landlords CANNOT check your credit – please do not feel pressured if you are asked for a credit check, simply let the landlord know that you are not going to give that information.

If you use cheques, remember to take your chequebook with you because you may want to pay for a security deposit on a rental unit. Be sure that you **get a written receipt** from the landlord even if you wrote a cheque and the bank sends your cheques back to you. Keep the receipts and all signed documents in a special location like a file folder. Always be sure to carefully read the lease agreement before you sign it and make sure you understand all the details to that lease agreement.

If you need help in locating and going to housing appointments ask for help – family members or friends may be able to help or refer to the *Getting Connected* booklet at the back of this guide.

REFUSAL TO RENT

There may be landlords who do not want to rent to you. It is illegal for landlords to refuse to rent to you based on your race, colour, creed, gender, marital status, age, or religion. Normally you cannot be discriminated against if you are pregnant, have children living with you or if you receive Alberta Works Supports for Independent Living. It would be wise in the situation of pregnancy or children that you simply do not look at places that will not accept children. This can be identified when you make your first telephone call to the landlord to make arrangements to view the place.

If you feel that you are being discriminated against by landlords, you can call the Alberta Human Rights Commission at 1-800-432-1838 to lodge a complaint.

SIGNING A LEASE

Not all landlords will ask you to sign a lease. Leases can range from six months to a year and this is a decision that the landlord makes. Regardless, whether you have a lease or not, you will have to sign a rental agreement. The rental agreement is between you and your landlord and you must fill it out as honestly as possible.

YOUR RESPONSIBILITIES/OBLIGATIONS AS A TENANT

By signing the tenancy agreement, you have agreed to certain conditions that you must live by in order to be able to stay in your new place. You must pay the full amount of your rent on the day you agreed to with your landlord. The day to pay your rent could be the 15th of the month but in all likelihood it will be the 1st of each month. Do not bother your landlord or the other tenants in any way and do not do anything illegal on or near the rental property. There is to be no damage done by you or anyone else and you must keep the rental unit in clean and reasonable condition. If you need anything fixed, put it in writing and give it to your landlord. Keep a copy of this request for repairs for your own records. You may NOT refuse to pay your rent if things do not get fixed. There are other ways to handle that situation, for example, taking it to court.

YOUR LANDLORD'S RESPONSIBILITIES/ OBLIGATIONS

The landlord is the owner of the rental property or the property manager who is taking care of the property for the owner. Landlords have obligations to their tenants and those include maintenance and repair to the building (major things such as furnace, water pipes and electrical wiring). The landlord is required to keep your major appliances in good working order and is required to ensure that fire safety is in place. Units must contain smoke detectors and fire alarms must be in the hallways along with emergency lighting. All exits must be clearly marked.

It is mandatory that an inspection report be filled out once you have been accepted as a new tenant. This is an inspection report that is a written description of the condition of the place you are renting at the time that it was rented. You and the landlord will do what is commonly referred to as a “walk-through”. The report should reflect if there are current damages, required repairs or missing items. You must get a copy of the report within one week of your moving in. Once the report is filled out then both you and the landlord must sign the report and each of you must keep a copy of the report. This same report will be used on the day that you move out too, so make sure there is no damage to your place. Any new damage will be your cost.

LANDLORD'S RIGHT TO ENTER RENTAL PROPERTY

The landlord gave up his/her right to be in your rental property after you have taken possession and are living there. There may be exceptions, so be sure you read and understand your tenancy agreement. This is different from your lease if you have signed one. The Residential Tenancy Act does allow the landlord to enter your place if there is an emergency that makes it necessary for him/her to enter, or if you have abandoned the rental unit. The landlord must get your permission to enter your place for example, to fix something, but if you are away and the pipes burst, the landlord may enter your place without your permission.